

SILLS CUMMIS & GROSS P.C.
One Rockefeller Plaza
New York, New York 10112
(212) 643-7000
Attorneys for Defendant Nordstrom, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PH INTERNATIONAL TRADING CORP.,
D/B/A HANA K,

Plaintiff,

v.

NORDSTROM, INC.,

Defendant.

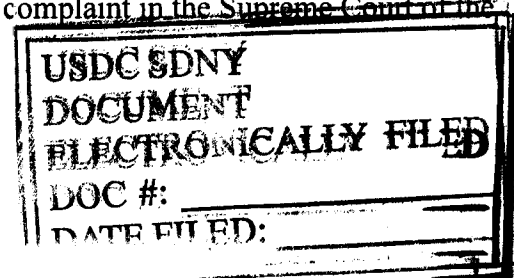
Civil Action No.

'07 CIV 10680
JUDGE KARAS

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, defendant Nordstrom, Inc. ("Nordstrom" or "defendant"), by and through its undersigned attorneys, hereby removes the above-entitled action (the "Action") from the Supreme Court of the State of New York, County of Westchester, Index No. 113504/06, in which it is now pending, to the United States District Court for the Southern District of New York. The grounds for removal are, *inter alia*, as follows:

1. Upon information and belief, on or about July 24, 2006, plaintiff PH International Trading Corp ("PH International" or "plaintiff") commenced the Action against defendant by filing a Summons with Notice ("Summons") in lieu of a complaint in the Supreme Court of the



State of New York, County of Westchester, Index No. 13504/06. No other defendants are named in the Action.

2. On or about November 2, 2007, plaintiff served the Summons on Nordstrom. Accordingly, this Notice of Removal is timely filed pursuant to 28 U.S.C. § 1446(b).

3. Defendant has not yet responded to the Summons and the time for doing so has not yet expired.

4. Pursuant to 28 U.S.C. § 1332, this Court has original jurisdiction over the action, in that there is complete diversity of citizenship between the parties and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. Specifically:

a. Upon information and belief, PH International is a corporation incorporated by the State of New York with its principal place of business in the State of New York.

b. At all relevant times, Nordstrom was, and still is, a corporation incorporated by the State of Washington with its principal place of business in the State of Washington.

c. According to plaintiff's Summons, the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, in that plaintiff is alleging approximately \$1.75 million in damages.

5. Accordingly, pursuant to 28 U.S.C. §§ 1441 and 1446, the Action may be removed to this Court.

6. Removal of this action is also proper under 28 U.S.C. § 1441(b) because no party properly joined and served as a defendant in this action is a citizen of New York, the state in which the action is brought.

7. Pursuant to 28 U.S.C. § 1446(d), promptly after the filing of this Notice of Removal, defendant will give written notice to plaintiff and file a copy of this Notice of Removal with the Clerk of the Supreme Court of the State of New York, County of Westchester.

8. Pursuant to 28 U.S.C. § 1446(a), attached hereto as Exhibit A is a copy of the Summons filed in the Action, which constitutes all process, pleadings, and orders served upon defendant in the Action.

9. By filing this Notice of Removal, defendant expressly reserves and does not waive any defenses that may be available to it, including but not limited to, improper service of process, lack of personal jurisdiction, or lack of venue of this Court or the Court from which this action has been removed.

10. Defendant is represented by the undersigned attorneys who certify, pursuant to Rule 11 of the Federal Rules of Civil Procedure, that the foregoing is true and correct.

WHEREFORE, defendant respectfully requests that the Action now pending against it in the Supreme Court of the State of New York, Westchester County, be removed from that court to

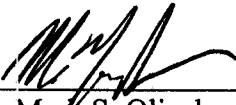
the United States District Court for the Southern District of New York, wherein it shall proceed as an action originally commenced therein.

Dated: November 29, 2007

Respectfully submitted,

SILLS CUMMIS & GROSS P.C.
One Rockefeller Plaza
New York, New York 10112
Attorneys for Defendant Nordstrom, Inc.

By:



Mark S. Olinsky
Marc D. Youngelson

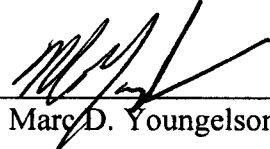
CERTIFICATE OF SERVICE

I certify that I am over 18 years of age and not a party to this litigation and that on this date I caused a true copy of the foregoing Notice of Removal, and documents annexed thereto, to be served via facsimile and regular mail upon:

Matthew A. Blank, Esq.
2 Crosfield Avenue
West Nyack, New York 10994
Counsel to Plaintiff

Dated: November 29, 2007

By: _____


Marc D. Youngelson, Esq.

Index No.:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

PH INTERNATIONAL TRADING CORP. D/B/A
HANA K,

Plaintiff,

-against-

NORDSTROM, INC.,

Defendant.


SUMMONS with NOTICE

MATTHEW A. BLANK

Attorney for Plaintiff

2 Crosfield Avenue
West Nyack, NY 10994
845 358-8880

Signature of Counsel pursuant to 22 NYCRR 130-1.1a


Matthew A. Blank

Service of a copy of the within

is hereby admitted.

Dated:

Attorneys for

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20071129
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

PH INTERNATIONAL TRADING CORP. D/B/A
HANA K,

Plaintiff,

-against-

NORDSTROM, INC.,

Defendant.

Index No.:

Date Purchased: 13524/06
7/24/06

SUMMONS WITH NOTICE

The basis of venue is
Defendant's Principal Office

RECEIVED

JUL 24 2006


TIMOTHY C. IDONI
COUNTY CLERK

COUNTY OF WESTCHESTER

To the above-named Defendant

You are hereby summoned and required to serve an answer to the complaint in this action, or if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney within twenty days after the service of this summons, exclusive of the day of service, or within thirty days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: July 24, 2006


MATTHEW A. BLANK
Attorney for Plaintiff(s)
Office & P.O. Address
2 Crosfield Avenue
West Nyack, New York 10994
845-358-8880

Notice: The nature of this action is to recover damages for breach of contract.

The relief sought is a money judgment in the sum of \$1,750,000.00

Upon your failure to appear, judgment will be taken against you by default in the sum of \$1,750,000.00 with interest thereon from August 1, 2002 and the costs and disbursements of this action.